Judge:	Hon. Marc L. Barreca
Chapter:	Chapter 7
Hearing Date:	June 1, 2012
Hearing Time:	9:30 a.m.
Hearing Site:	700 Stewart St, #7106 Seattle, WA 98101
Response Date:	May 25, 2012

UNITED STATES BANKRUPTCY COURT FOR THE
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re:

ADAM GROSSMAN ,

Debtor.

Case No. 10-19817

DECLARATION OF DENICE MOEWES IN SUPPORT OF TRUSTEE'S 1) OBJECTION TO DEBTOR'S MOTION FOR ABANDONMENT OF 1679 STRAUSS LANE AND 773 METRO WAY TO THE DEBTOR; 2) OBJECTION TO PNC'S MOTION FOR RELIEF FROM STAY AS TO 773 METRO WAY PROPERTY; AND 3) RESPONSE TO WELLS FARGO BANK'S MOTION FOR RELIEF FROM STAY AS TO 1679 STRAUSS LANE PROPERTY

DENICE MOEWES declares under penalty of perjury of the laws of the State of Washington as set forth below.

1. I am over the age of 21 and am competent to testify to the matters set forth herein.

2. I am an attorney for Wood & Jones, P.S., and we represent Ronald G. Brown, the Chapter 7 Trustee.

3. Attached hereto as Exhibit "1" is a true and correct copy of the litigation guarantee for real property located at 773 Metro Way, Redding, California.

4. As of April 30, 2012, the unapplied for legal fees incurred by Wood & Jones, P.S. were slightly over $100,000.00

Signed and dated this 11th day of May, 2012 at Seattle, Washington.

Denice E. Moewes
Denice E. Moewes

Wood & Jones, P.S.
303 N. 67th Street
Seattle WA 98103
(206) 623-4382

EXHIBIT“1”

First American Title Company

1600 West Street
Redding, CA 96001

December 06, 2011

Tess M Kent
Wood and Jones PS
303 North 67th Street
Seattle, WA 98103

Title Officer:	
Phone:	
Order Number:	4505-3896747 ()
Escrow Officer:	Stacy Richmond (SR)
Phone:	(530)243-4525x225
Fax:	(866)386-0898
Escrow Officer:	Stacy Richmond
Phone:	(530)243-4525x225
Fax No.:	(866)386-0898
E-Mail:	srichmond@firstam.com
Escrow Number:	4505-3896747
Property:	773 Metro Way Redding, CA 96003

Attached please find the following item(s):

Guarantee

Thank You for your confidence and support. We at First American Title Company maintain the fundamental principle:

Customer First!

First American Title Company

LITIGATION GUARANTEE

SUBJECT TO THE LIMITATIONS CONTAINED HEREIN, THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.

First American Title Insurance Company
a California corporation, herein called the Company

GUARANTEES

The Assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, as of Date of Guarantee shown in Schedule A:

1. The title to the herein described estate or interest is vested in the vestee named in Schedule A.
2. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3. a) The current interest holders claiming some right, title or interest by reason of the matters shown in Part Two of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in Part Two of Schedule B may be necessary parties defendant in an action, the nature of which is referred to in Schedule A.
   b) The current interest holders claiming some right, title or interest by reason of the matters shown in Part One of Schedule B may also be necessary parties defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return addresses for mailing after recording, if any, as shown on each and every document referred to in Part Two of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are as shown in Schedule C.

THIS LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE.

First American Title Insurance Company

Dennis J. Gilmore
President

Timothy Kemp
Secretary

SCHEDULE A

Liability: $50,000.00 Fee: $395.00

1. Name of Assured:

   WOOD AND JONES PS

2. Date of Guarantee:

   November 14, 2011 at 7:30 A.M.

3. This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to:

   UNAUTHORIZED POST-PETITION TRANSFER IN VIOLATION OF SECTION 549 OF THE BANKRUPTCY CODE

4. The estate or interest in the Land which is covered by this Guarantee is:

   A fee.

5. Title to the estate or interest in the Land is vested in:

   ADAM REED GROSSMAN, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY

6. The Land referred to in this Guarantee is described as follows:

   Real property in the City of Redding, County of Shasta, State of California, described as follows:

   LOT 15, AS SHOWN ON THE MAP OF TRACT NO. 1433, UNIT III, COUNTRY OAKS SUBDIVISION, FILED JANUARY 4, 1980 IN BOOK 16 OF MAPS, PAGE 36, SHASTA COUNTY RECORDS.

   APN: 116-250-048-000

SCHEDULE B

Defects, liens, encumbrances or other matters affecting title:

PART ONE

1. General and special taxes and assessments for the fiscal year 2011-2012.

First Installment:	$580.44, DUE
Penalty:	$0.00
Second Installment:	$580.44, PAYABLE
Penalty:	$0.00
Tax Rate Area:	001-230
A. P. No.:	116-250-048-000

2. Supplemental taxes for the year 2010-2011 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment:	$87.71, DUE
Penalty:	$0.00
Second Installment:	$87.71, DUE
Penalty:	$0.00
Tax Rate Area:	001-230
A. P. No.:	116-250-048-000

3. Supplemental taxes for the year 2011-2012 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment:	$358.40, DUE
Penalty:	$0.00
Second Installment:	$358.40, PAYABLE
Penalty:	$0.00
Tax Rate Area:	001-230
A. P. No.:	116-250-048-000

4. Any and all offers of dedications, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description.

5. Covenants, conditions, restrictions and easements in the document recorded JANUARY 17, 1980 as BOOK 1694, PAGE 538 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or applicable state law. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

6. The effect of a deed executed by ADAM R. GROSSMAN to 773 METRO WAY FAMILY TRUST, recorded MARCH 16, 2011 as INSTRUMENT NO. 2011-0007793 of Official Records.

   The grantee/one of the grantees named in the deed does not appear to be an entity capable of acquiring title to real property.

7. The effect of a deed dated JANUARY 25, 2011, executed by IRENE MILLER, TRUSTEE 773 METRO WAY FAMILY TRUST, as Grantor, to KEYWEST FINANCIAL, LLC, as Grantee, recorded MARCH 17, 2011, as Instrument No. 2011-0007918 of Official Records.

   The requirement that this office be furnished with evidence that the deed was an absolute conveyance for value, and that there are no other agreements, oral or written, regarding the ownership of the land described herein.

PART TWO

1. A Deed of Trust to secure an original indebtedness of $97,000.00 recorded NOVEMBER 28, 2001 as INSTRUMENT NO. 2001-0050402 of Official Records.

Dated:	NOVEMBER 21, 2001
Trustor:	AARON D. GROSSMAN, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY
Trustee:	NATIONAL CITY MORTGAGE CO. DBA ACCUBANC MORTGAGE
Beneficiary:	NATIONAL CITY MORTGAGE CO. DBA ACCUBANC MORTGAGE

A notice of default recorded OCTOBER 11, 2011 as INSTRUMENT NO. 2011-0030346 of Official Records.

2. A Deed of Trust to secure an original indebtedness of $15,000.00 recorded DECEMBER 20, 2010 as INSTRUMENT NO. 2010-0039956 of Official Records.

Dated:	MARCH 03, 2010
Trustor:	ADAM R. GROSSMAN
Trustee:	FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION
Beneficiary:	ABRAHAM WYNER

3. A Deed of Trust to secure an original indebtedness of $12,000.00 recorded DECEMBER 20, 2010 as INSTRUMENT NO. 2010-0039958 of Official Records.

Dated:	MAY 05, 2010
Trustor:	ADAM R. GROSSMAN
Trustee:	FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION
Beneficiary:	KERITH LISA

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

SCHEDULE C

ADDRESSES

Paragraph Number:	Recording Information:	Mailing Address:
5 SCHEDULE A	APRIL 22, 2008 INSTRUMENT NO. 2008-0013517	ADAM R. GROSSMAN 6821 39TH AVENUE, N.E. SEATTLE, WASHINGTON 98115
1 SCHEDULE B PART TWO	NOVEMBER 28, 2001 INSTRUMENT NO. 2001-0050402	NATIONAL CITY MORTGAGE CO. DBA ACCUBANC MORTGAGE P.O. BOX 068 DALLAS, TEXAS 75380-9068
1 SCHEDULE B PART TWO	OCTOBER 11, 2011 INSTRUMENT NO. 2011-0030346	PNC BANK, NATIONAL ASSOCIATION C/O CAL-WESTERN RECONVEYANCE CORPORATION 525 EAST MAIN STREET P.O. BOX 22004 EL CAJON 9004 CA 92022-9004
2 SCHEDULE B PART TWO	DECEMBER 20, 2010 INSTRUMENT NO. 2010-0039956	ABRAHAM WYNER 1309 SUSSEX ROAD WYNNEWOOD, PA 19096
3 SCHEDULE B PART TWO	DECEMBER 20, 2010 INSTRUMENT NO. 2010-0039958	KERITH LISA PO BOX 42691 TUCSON AZ 85733
6 SCHEDULE B PART ONE	MARCH 16, 2011 INSTRUMENT NO. 2011-0007793	773 METRO WAY FAMILY TRUST C/O ADAM R. GROSSMAN 5766 27TH AVENUE NE SEATTLE, WA. 98105
7 SCHEDULE B PART ONE	MARCH 17, 2011 INSTRUMENT NO. 2011-0007918	IRENE MILLER C/O KEYWEST FINANCIAL, LLC 11950 JONES BRIDGE ROAD STE 115-128 ALPHARETTA, GA 3005
7 SCHEDULE B		KEYWEST FINANCIAL LLC

PART ONE

773 METRO WAY
REDDING, CA 96003

7 SCHEDULE B
PART ONE

11950 JONES BRIDGE RD #115
ALPHARETTA, GA 30005

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurance are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
(a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
(b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
(c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
(a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
(c) The identity of any party shown or referred to in Schedule A.
(d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.
The following terms when used in the Guarantee mean:
(a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
(b) "land": the land described or referred to in Schedule (A) (C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A) (C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
(c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
(d) "public records" : records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
(e) "date": the effective date.
2. Notice of Claim to be Given by Assured Claimant.
An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the manner or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
3. No Duty to Defend or Prosecute.
The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.
Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
5. Proof of Loss Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss damage. All information designated as confidential by the Assured provided to the Company, pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information of grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim Assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The Liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage Assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance Assured against by this Guarantee.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter Assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, and Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at 2 First American Way, Bldg 2, Santa Ana, California, 92707.